



THE FAMILY LINES RAIL SYSTEM

500 Water Street · Jacksonville, Florida 32202 · Telephone (904) 359-3100

July 8, 1982

RECORDATION NO. 7894-1425

2-193A066

LAW DEPARTMENT
Writer's direct
telephone line:

Ms. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

JUL 12 1982-3 20 PM

INTERSTATE COMMERCE COMMISSION

Fee \$ 10.00

ICC Washington, D. C.

Dear Madam Secretary:

I have enclosed four counterparts of the document described below be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is an Agreement of Partial Release dated as of June 1, 1982, a secondary document.

The primary documents to which this secondary document is connected are recorded under Recordation No. 7894.

The names and addresses of the parties to the enclosed document are as follows:

Mercantile-Safe Deposit and Trust Company, whose address is Two Hopkins Plaza, Post Office Box 2258, Baltimore, Maryland 21203; and

First Security Bank of Utah, National Association, whose address is 79 South Main Street, Salt Lake City, Utah, 84125.

Louisville and Nashville Railroad Company, whose address is 500 Water Street, Jacksonville, Florida 32202.

The equipment covered by the enclosed Agreement of Partial Release are four 50-ton box cars bearing L&N road numbers 90905, 90942, 91009 and 111456.

A fee of \$10 is enclosed. Please return any counterparts not needed by the Commission for recordation to:

Mr. David M. Yearwood
General Attorney
Louisville and Nashville Railroad Company
500 Water Street
Jacksonville, Florida 32202.

- 2 -

A short summary of the document to appear in the index is as follows:

Release of four 50-ton box cars bearing L&N road numbers 90905, 90942, 91009 and 111456.

Very truly yours,

A handwritten signature in cursive script, reading "David M. Yearwood".

David M. Yearwood
General Attorney
Louisville and Nashville Railroad Company

Interstate Commerce Commission
Washington, D.C. 20423

7/12/82

OFFICE OF THE SECRETARY

**David M. Yearwood, G.A.
LAN RR. Co.
500 Water Street
Jacksonville, Florida 32202**

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **7/12/82** at **3:20pm**, and assigned recordation number(s).

**7894-I
8144-O
9237-D
10348-F**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

RECORDATION NO. 7894-2 Filed 1425

JUL 12 1982-3 22 PM

INTERSTATE COMMERCE COMMISSION

AGREEMENT OF PARTIAL RELEASE dated as of June 1, 1982 among MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent, FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, as Trustee, and LOUISVILLE AND NASHVILLE RAILROAD COMPANY.

WITNESSETH:

WHEREAS, by a Reconstruction and Conditional Sale Agreement dated as of December 15, 1974 (hereinafter called the Conditional Sale Agreement) among Mercantile-Safe Deposit and Trust Company, as Agent (therein and hereinafter called the Vendor), Louisville and Nashville Railroad Company (hereinafter called the Lessee), L&N Investment Corporation (therein and hereinafter called the Builder) and First Security Bank of Utah, National Association, as Trustee, the Vendor agreed to sell to said Trustee its interest in the railroad equipment described in Schedule A thereto (hereinafter called the Equipment) after it has been reconstructed by the Builder;

WHEREAS, by a Lease of Railroad Equipment dated as of December 15, 1974 (hereinafter called the Lease) between First Security Bank Of Utah, National Association, as Trustee (therein and hereinafter called the Lessor) and the Lessee, the Lessor leased the Equipment to the Lessee subject to the rights of the Vendor under the Conditional Sale Agreement;

WHEREAS, the Conditional Sale Agreement was filed and recorded with the Interstate Commerce Commission, pursuant to Section 20c of the Interstate Commerce Act, on April 17, 1975, and assigned Recordation No. 7894;

WHEREAS, the Lease was filed and recorded with the Interstate Commerce Commission, pursuant to Section 20c of the Interstate Commerce Act on April 17, 1975, and assigned Recordation No. 7894-A;

WHEREAS, four (4) 50-ton box cars bearing the Lessee's road numbers 90905, 90942, 91009 and 111456 (hereinafter collectively called the Casualty Units), subject to the Conditional Sale Agreement and Lease, have suffered Casualty Occurrences;

WHEREAS, the Lessee has paid to the Lessor, pursuant to Section 6 of the Lease, the Casualty Value of the Casualty Units;

WHEREAS, the Lessor, as Vendee under the Conditional Sale Agreement, has paid to the Vendor, pursuant to Article 6 of the Conditional Sale Agreement, the Casualty Value of the Casualty Units;

WHEREAS, the Lessor, as Vendee under the Conditional Sale Agreement, is entitled to receive from the Vendor this instrument confirming passage to the Lessor of the Vendor's right, title and interest in the Casualty Units and the release of the Casualty Units from the terms and conditions of the Conditional Sale Agreement; and

WHEREAS, the Lessee is entitled to receive from the Lessor this instrument confirming passage to the Lessee of the Lessor's right, title and interest in the Casualty Units and the release of the Casualty Units from the terms and conditions of the Lease;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

The Vendor does hereby bargain, sell, assign, transfer and set over to the Lessor its right, title and interest in the Casualty Units and does hereby release the Casualty Units from the terms and conditions of the Conditional Sale Agreement.

The Lessor does hereby bargain, sell, assign, transfer and set over to the Lessee its right, title and interest in the Casualty Units and does hereby release the Casualty Units from the terms and conditions of the Lease.

The Lessee will cause this Agreement to be filed and recorded with the Interstate Commerce Commission pursuant to the provisions of 49 U.S.C. Section 11303.

This instrument may be executed in two or more counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the date first above written.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
Agent

By


Assistant Vice President

(Corporate Seal)

ATTEST:



Corporate Trust Officer

FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION,
As Trustee


By 

(Corporate Seal)

ATTEST:

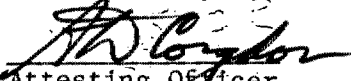


LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By 
Director of Finance

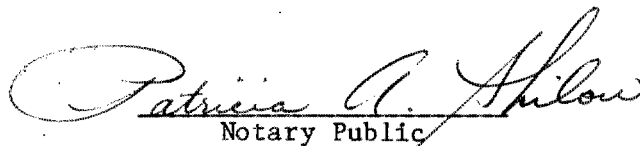
(Corporate Seal)

ATTEST:


Attesting Officer

STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

On this 7th day of June, 1982, before me personally appeared R. E. Schreiber, to me personally known, who being by me duly sworn, says that he is an Assistant Vice President of Mercantile-Safe Deposit and Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

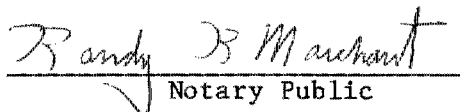

Notary Public

My Commission expires 7-1-82.

(NOTARIAL SEAL)

STATE OF UTAH)
) SS:
COUNTY OF SALT LAKE)

On this 10th day of June, 1982, before me personally appeared BEVERLY LARSON, to me personally known, who, being by me duly sworn, says that he is TRUST ADMINISTRATOR of First Security Bank of Utah, National Association, that one of the seals affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association


Notary Public

My Commission expires 2-9-86.

(NOTARIAL SEAL)

STATE OF FLORIDA)
) SS:
COUNTY OF DUVAL)

On this 28th day of May, 1982, before me personally appeared David D. Owen, to me personally known, who, being by me duly sworn, says that he is Director of Finance of LOUISVILLE AND NASHVILLE RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Susan E. Carr

Notary Public

Notary Public, State of Florida

My Commission Expires March 16, 1986

My Commission expires

Bonded thru Fidelity Insurance, Inc.

(Notarial Seal)